INVITATION TO BID	OF 100	BIDS WILL BE PUBL	ICLY OPENED:
STATE OF LOUISIANA		MAY 22, 200	6 05:00 PM
DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING	The state of the s	PURCHASING AGENCY	NO.: 107001
====> VENDOR NO. : SOLICITATION : 2207860		]	
FILE NO. : OPENING DATE : 05/22/06		SEE NO. 8 BELOW.	
VENDOR NAME AND ADDRESS	1	2207860 05/22	05:00 PM 2/06
====>		OFFICE OF STATE PURC OFFICE OF STATE PURC POST OFFICE BOX 9409 BATON ROUGE, LA 7080	CHASING CHASING 5 04-9095
FILL IN VENDOR NUMBER (FEIN), NAM ADDRESS ABOVE, BEFORE SUBMITTI		AGENCY REQ. NO. ISIS REQ. NO. VENDOR PHONE FISCAL YEAR CLASS/SUBCLASS SCHEDULED BEGIN DATE	: JOHN COLLINS, CPPB : (225) 342-8031 : 05/11/06 : 107001 FOLD HERE> ATE PURCHASING : : 1289132 : : 06 : 45015 : 06/01/06 : 05/30/07 : 92473
COTS AND BLANKETS EMERGENCY CONTINGENT CONTRACT/FAX BID			
·	LETED BY VENDOR		
PLEASE REMOVE FROM THIS COMMODITY CODE.     DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEI     CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRT     LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT W     DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRAIN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.  4. BID BOND ATTACHED, CERTIFIED CHECK ATTACHE     BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESU	TY (30) DAYS. CASH DISC VILL NOT BE CONSIDERE CTS, CASH DISCOUNTS V	ED IN MILL BE ACCEPTED AND TAKEN IF REQUIRED.	
INSTRUCTION	NS TO BIDDERS		
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPE 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION	, ERASURES OR OTHER		FOLD HERE>
OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE INVOICE OR DELIVERY, WHICHEVER IS LATER.  5. AMOUNT OF BID BOND REQUIRED:			1
DESIRED DELIVERY: 010DAYS ARO     TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD SHO			Y MARKED WITH
THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPE 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STA PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARE	ATE OF LOUISIANA INCL	JDING BUT NOT LIMITED TO L.R.S. 39	
IN THIS SOLICITATION.  10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE W SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHO BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID IN	OUT COLLUSION OR FRA	UD. THIS BID IS TO BE MANUALLY S	
VENDOR PHONE NUMBER: TIT FAX NUMBER:	ΓLE	D	ATE
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		- BIDDER OR PRINTED)	

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NΔ

NA

13. BID FORMS.

ALL WRITTEN BIDS. UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT

#### 14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

## 15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

# 16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

# 17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

LINESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SQLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

# 19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

# 20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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#### 21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

#### 22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

#### 23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

## 24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

### 25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

### 26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

# 27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

# 28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

# 29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

# 30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

# \*\*ATTENTION: \*\*

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.
- 3 SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.

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- 4 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.
- 5 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.
- 6 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.
- 7 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.
- 8 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.
- 9 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF

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	STATUT	ORY OI ATION	BLIGATIONS WE OF ANY CONTE	D BY BIDDER, OR FAILURE TO COMPLY WITH THESE HEN APPLICABLE, SHALL BE GROUNDS FOR RACT ENTERED INTO AS A RESULT OF THIS	
10	A PREF	ERENCI	E MAY BE ALLO	NCE WITH LOUISIANA REVISED STATUTES 39:1595, OWED FOR PRODUCTS MANUFACTURED, PRODUCED, LOUISIANA OF EQUAL QUALITY.	
	DO YOU	CLAII	M THIS PREFE	RENCE? YES	
	SPECIF	Y LINI	E NUMBER(S):_		
				LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, MBLED:	
	(NOTE:	IF I	MORE SPACE IS	S REQUIRED, INCLUDE ON SEPARATE SHEET.)	
	DO YOU	HAVE	A LOUISIANA	BUSINESS WORKFORCE? YES NO	
				HAT AT LEAST FIFTY PERCENT (50%) OF YOUR FORCE IS COMPRISED OF LOUISIANA RESIDENTS?	
	YES		NO		
	-			E INFORMATION MAY CAUSE ELIMINATION FROM ES SHALL NOT APPLY TO SERVICE CONTRACTS.	
11	STATE . OFFICE BID SO	AGENC: OF S' THAT	IES MAY BE PI TATE PURCHASI	POLITICAL SUBDIVISIONS OF THE STATE AND QUASI ERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE ING. THE BIDDER MAY, AT ITS OPTION, AMEND THIS I AWARDED WILL NOT APPLY TO POLITICAL GENCIES.	
		WII		AMENDS HIS BID SO THAT ANY CONTRACT AWARDED TO QUASI STATE AGENCIES OR OTHER POLITICAL F THE STATE.	
	FAILUR ABOVE			VE WILL CONSTITUTE A WAIVER BY BIDDER OF THE	
12	BE ASS	UMED '	TO BE FIRM FO	ERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL OR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF EFIRM FOR THE SPECIFIED CONTRACT PERIOD.	
13	FOR AN BEYOND CONTRA	INIT: THE A CT PEI	IAL PERIOD, I ANTICIPATED S	E STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDING, STARTING DATE, MAY RESULT IN A CHANGE IN THE E SITUATION OCCURS, AN AWARD MAY BE MADE FOR	

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- 14 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS ARE MORE OR LESS THAN THE QUANTITIES SHOWN.
- 15 CANCELLATION THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.
- 16 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.
  - A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV
- 17 CONTRACT PERFORMANCE EVALUATION
  IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE
  AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED.
  AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE,
  DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE
  CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED
  IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING.
  TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO
  WWW.STATE.LA.US/OSP/ONLINEFORMS/FORMLISTING.HTM OR CALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

18 NON-EXCLUSIVITY CLAUSE:

THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

19 SAMPLE(S) MAY BE REQUIRED. WHEN REQUESTED, SAMPLES MUST BE FURNISHED AT VENDOR'S EXPENSE, AND RECEIVED NOT LATER THAN 10 DAYS AFTER REQUEST. PACKAGES SHOULD BE CLEARLY LABELED WITH THE FILE NUMBER. EACH INDIVIDUAL SAMPLE WITHIN THE PACKAGE MUST BE CLEARLY LABELED WITH BIDDER'S NAME, MANUFACTURER'S BRAND NAME AND NUMBER, FILE NUMBER AND ITEM REFERENCE. SUBMIT ONLY ONE BID PROPOSAL'S SAMPLES PER BOX. SAMPLES OF SUCCESSFUL BIDDER WILL BE RETAINED AT THE PURCHASING OFFICE OR THE USING AGENCY FOR THE PURPOSE OF RECEIVING MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT VENDOR'S EXPENSE.

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ANY OTHER SAMPLES RECEIVED, IF NOT DESTROYED IN TESTING, MAY BE RETURNED AT THE BIDDER'S EXPENSE. REQUEST FOR RETURN, SHIPPING AUTHORIZATION, AND SUFFICIENT RETURN POSTAGE MUST BE RECEIVED NO LATER THAN 10 DAYS AFTER RECEIPT OF SAMPLES, OR COMMODITIES SHALL BE DISPOSED OF BY THE STATE OF LOUISIANA.

20 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

LINES 00001 THROUGH 00003 ARE FOR NON-EMERGENCY PURCHASES THAT WOULD PERMIT STATE AGENCIES, QUASI STATE AGENCIES AND OTHER POLITICAL SUBDIVISIONS AUTHORIZED BY LAW TO PURCHASE AT ANY TIME UNDER NORMAL CIRCUMSTANCES.

ITEMS 00001 THROUGH 00003 ARE SUBJECT TO ALL "SPECIAL TERMS AND CONDITIONS".

THE STATE OF LOUISIANA INTENDS TO AWARD LINES 00001 THROUGH 00003 TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER. DESIRED DELIVERY FOR LINES 00001 THROUGH 00003 IS TEN (10) DAYS ARO.

DESIRED DELIVERY FOR LINES 00004 THROUGH 00006 IS EIGHT (8) HOURS ARO.

LINES 00004 THROUGH 00006 ARE SUBJECT TO ALL "SPECIAL, STANDARD AND CONTINGENCY" TERMS AND CONDITIONS. IN THE EVENT THAT THERE IS A CONFLICT BETWEEN (THE ABOVE) THE ORDER OF PRECEDENCE USED IN RESOLUTION WILL BE AS FOLLOWS:

- 1. CONTINGENCY CONTRACT TERMS AND CONDITIONS
- 2. SPECIAL TERMS AND CONDITIONS
- 3. STANDARD TERMS AND CONDITIONS

DELIVERY MAY BE A FACTOR IN THE AWARD.

- 22 \*\*\*\*\*\* CONTINGENCY CONTRACT SPECIAL TERMS AND CONDITIONS
  - 1. THE STATE ANTICIPATES THAT NO SINGLE VENDOR WILL HAVE SUFFICIENT

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INVENTORY TO MEET THE REQUIREMENTS OF LINES FOUR (4) THROUGH SIX (6) OF THIS SOLICITATION. IN ADDITION, SINCE NO ONE KNOWS WHERE THE NEXT DISASTER MAY STRIKE, IT IS IMPOSSIBLE TO KNOW VENDORS MAY NOT BE ACCESSIBLE DUE TO DAMAGE. THEREFORE, THE INTENDS TO AWARD PRIMARY, FIRST ALTERNATE AND SECOND ALTERNATE CONTRACTS (IF SUFFICIENT RESPONSIBLE BIDS ARE RECEIVED) THAT WOULD PERMIT STATE AGENCIES, QUASI STATE AGENCIES AND OTHER POLITICAL SUBDIVISIONS AUTHORIZED BY LAW TO RESPOND IMMEDIATELY AND EFFECTIVELY WITH NEEDED PRODUCTS AND SERVICES IN THE EVENT THAT AN EMERGENCY IS DECLARED BY THE GOVERNOR OF THE STATE OF LOUISIANA IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA.

EVERY ITEM BID SHOULD HAVE SUFFICIENT INFORMATION ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS. THE ABOVE REQUIREMENTS INCLUDE ITEMS IN WHICH THE BIDDER STATES HE PROPOSES TO FURNISH EXACTLY WHAT IS CALLED FOR IN THE SPECIFICATIONS. IN ADDITION ALL BLANKS MUST BE COMPLETED FOR THE PURPOSE OF COMPARISONS. THE QUESTIONNAIRE INCLUDED HEREIN MUST BE COMPELTED PRIOR TO THE AWARD.

FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

- 2. DOCUMENTS INCLUDING QUESTIONNAIRE, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED UPON REQUEST; IF REQUESTED, THESE DOCUMENTS MUST BE SUBMITTED WITHIN THREE (3) DAYS.
- 3. CONTRACTS AWARDED FOR LINES 00004 THROUGH 00006 UNDER THIS SOLICITATION WILL BE ACTIVATED ONLY IN THE EVENT THAT AN EMERGENCY IS DECLARED BY THE GOVERNOR OF THE STATE OF LOUISIANA IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA.
- 4. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN, OR HAVE AVAILABLE FOR HIS OWN USE AN INVENTORY SUFFICIENT TO MAKE SHIPMENT WITHIN NO MORE THAN EIGHT (8) HOURS AFTER RECEIPT OF ORDERS.
- 5. FEMA REIMBURSEMENT RATE METHOD (LINES 00004 THROUGH 00006)
  AT TIMES OF DECLARED EMERGENCY, THE FEDERAL EMERGENCY MANAGEMENT
  AGENCY (FEMA) MAY APPROVE REIMBURSEMENT RATES FOR CONTRACTORS
  PROVIDING PRODUCTS AND SERVICES TO STATE AND LOCAL GOVERNMENTS.
  AGREE TO ACCEPT THE LESSER OF EITHER THE APPROVED FEMA RATES
  WHICH ARE IN EFFECT FOR THE PERIOD OF THE EMERGENCY.
- 6. STATE AGENCIES, QUASI STATE AGENCIES AND OTHER POLITICAL SUBDIVISIONS AUTHORIZED BY LAW ARE ADVISED TO USE THIS CONTRACT IN TIMES OF A DECLARED EMERGENCY. ENTITIES SHOULD CAREFULLY CONSIDER CONTRACT METHOD THAT BEST SERVES THE NEEDS OF THE STATE. THE EMERGENCY CONTINGENCY CONTRACTS ARE INTENDED TO COMPLEMENT, NOT REPLACE EXISTING STATEWIDE CONTRACT.

REFERENCE LINES 00004 THROUGH 00006 EMERGENCY ACTIVATED PURCHASES ONLY

SPECIAL NOTE: THE STATE ANTICIPATES THAT NO SINGLE VENDOR WILL HAVE

SPECIAL TERM	S & CONDITIONS	INVITATION TO BID
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ADD IMPO THEI HAS	ITION, SINCE NO ONE P OSSIBLE TO KNOW WHICH REFORE THE FOLLOWING	MEET THE REQUIREMENTS OF THIS BID. IN KNOWS WHERE THE NEXT DISASTER MAY STRIKE, IT IS H VENDORS MAY NOT BE ACCESSIBLE DUE TO DAMAGE. QUESTIONS ARE BEING ASKED SO THAT THE STATE NING ITS ACTIVITIES IN THE EVENT OF AN
1.		COTS YOU WILL HAVE AVAILABLE WITHIN THE FIRST RS AFTER RECEIPT OF AN ORDER, PURSUANT TO ANY MAY BE AWARDED.
	INDICATE NUMBER HERE	5:
	COT (LINE 00004)	
	COT (LINE 00005)	
	COT (LINE 00006)	
2.		F COTS YOU WILL HAVE AVAILABLE PER DAY, NTRACT WHICH YOU MAY BE AWARDED.
	COT (LINE 00004)	
	COT (LINE 00005)	
	COT (LINE 00006)	
3.		TELEPHONE NUMBER (24 HOUR) OF THE CONTACT BE RESPONSIBLE FOR ADMINISTERING THIS CONTRACT
4.	STATE THE LOCATION (FROM:	OF THE FACILITY(IES) WHERE THE FIRM WILL SHIP

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23 SUCCESSFUL VENDOR IS TO KEEP A RECORD OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD, THE VENDOR IS TO BE PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT.

THE USAGE REPORT IS TO INCLUDE THE VENDOR'S NAME, PHONE AND FAX NUMBERS, THE PERSONS WHO COMPILED THE REPORT AND A SUMMARY "BY LINE ITEM" INDICATING QUANTITY PURCHASED.

HEET	INVITATIO	ON TO B	ID		
: 2207860 : 05/22/06 TIME: 05:00 PM	BIDDER:				PAGE 11
COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
UNLESS SPECIFIED ELSEWHERE SHIP TO: STATEWIDE DELIVERY					
COMMODITY CODE: 450-15-120381  ***********************************	7000	EACH			
COMMODITY CODE: 450-15-120381	7000	EACH			
	COMMODITY/SERVICE DESCRIPTION  UNLESS SPECIFIED ELSEWHERE SHIP TO: STATEWIDE DELIVERY  COMMODITY CODE: 450-15-120381 IMPORTANT INFORMATION THIS IS A FAX BID AND SHOULD BE RETURNED VIA FAX TO FAX NUMBER (225) 342-8688.  ALL BIDS MUST BE RECEIVED NO LATER THAN MAY 22, 2006 AT 5:00PM  THE OFFICE OF STATE PURCHASING'S FACSIMILE MACHINE TIME AND DATE STAMP WILL BE THE OFFICIAL RECEIPT TIME OF ALL BIDS RECEIVED. ANY BID RECEIVED AFTER MAY 22, 2006 AT 5:00 PM WILL NOT BE CONSIDERED FOR AWARD.  THIS IS A RE-BID OF SOLICITATION 2207175 NO RESPONSIVE BIDS WERE RECIEVED FOR THE COTS.  LINES 00001 THROUGH 00003 ARE FOR NON- EMERGENCY PURPOSES  COT, HEAVY DUTY, BUILT TO MILITARY SPECS FOLDING, ATTACHED WEBBING STRAPS WITH LADDER LOCK, HEAVY DUTY POLYESTER OXFORD FABRIC; SUPPORTS UP TO 500 LBS.; APPROX. SIZE 77"L X 28"W X 18"H; X-TYPE LEGS; FOLDS INTO COMPACT PACKAGE; WITH CARRYING BAG.  STATE COLOR/S  SPECIFY BRAND (& NUMBER IF APPLICABLE)	: 2207860 : 05:22:06 :	2207860 105/22/06 105/22/0	2207860 1052206 TIME: 05:00 PM 1052206 TIME:	: 2207860 : 05/22/06 TIME: 05:00 PM : 05/22/06 TIME: 05:00 PM : 92473  COMMODITY/SERVICE DESCRIPTION  UNLESS SPECIFIED ELSEWHERE SHIP TO: STATEWIDE DELIVERY  COMMODITY CODE: 450-15-120381  TO00  EACH  COMMODITY CODE: 450-15-120381  TO00  EACH  THIS IS A FAX BID AND SHOULD BE RETURNED VIA FAX TO FAX NUMBER (225) 342-8688.  ALL BIDS MUST BE RECEIVED NO LATER THAN MAY 22, 2006 AT 5:00 PM WILL BE THE OFFICIAL RECEIPT TIME OF ALL BIDS RECEIVED. ANY BID RECEIVED AFTER MAY 22, 2006 AT 5:00 PM WILL NOT BE CONSIDERED FOR AWARD.  THIS IS A RE-BID OF SOLICITATION 2207175 NO RESPONSIVE BIDS WERE RECIEVED FOR THE COTS.  LINES 00001 THROUGH 00003 ARE FOR NON- EMERGENCY PURPOSES  COT, HEAVY DUTY, BUILT TO MILITARY SPECS FOLDING, ATTACHED WEBBING STRAPS WITH LADDER LOCK, HEAVY DUTY POLYESTER OXFORD FABRIC; SUPPORTS UP TO 500 LBS; APPROX. SIZE 77"L X 28"W X 18"H; X-TYPE LEGS; FOLDS INTO COMPACT PACKAGE; WITH CARRYING BAG.  STATE COLOR'S  SPECIFY BRAND (& NUMBER IF APPLICABLE)

PRICE S	HEET	INVITATI	ON TO B	טו		
	: 2207860 : 05/22/06 TIME: 05:00 PM : 92473	BIDDER:				PAGE 12
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	COT, FOLDING, 600 DENIER POLYESTER, BI- FOLD, TUBULAR FRAME DESIGN WITH COLLAP- SIBLE LEGS; REINFORCED CENTER LEG BRACE; ALUMINUM FRAME; RATED TO HOLD UP TO 325 LBS.; SIZE 72"L X 25"W X 14"H WITH CARRYING BAG.  STATE COLOR:  SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00003	COMMODITY CODE: 450-15-120381  COT, FOLDING, 600 DENIER POLYESTER, BI-FOLD, TUBULAR FRAME DESIGN WITH COLLAP-SIBLE LEGS; REINFORCED CENTER LEG BRACE; ALUMINUM FRAME; RATED TO HOLD UP TO 200 LBS.; SIZE 72"L X 25"W X 14"H WITH CARRYING BAG.  STATE COLOR:  SPECIFY BRAND (& NUMBER IF APPLICABLE)	7000	EACH			
00004	COMMODITY CODE: 450-15-120381	5000	EACH			

PRICE S		INVITATION TO BID				
	: 2207860 : 05/22/06 TIME: 05:00 PM : 92473	BIDDER:				PAGE 13
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	D TOTAL
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00005	COMMODITY CODE: 450-15-120381  COT, FOLDING, 600 DENIER POLYESTER, BIFOLD, TUBULAR FRAME DESIGN WITH COLLAPSIBLE LEGS; REINFORCED CENTER LEG BRACE ALUMINUM FRAME; RATED TO HOLD UP TO 325 LBS.; SIZE 72"L X 25"W X 14"H WITH CARRING BAG.  STATE COLOR:  SPECIFY BRAND (& NUMBER IF APPLICABLE)	5000	EACH			
00006	COMMODITY CODE: 450-15-120381  COT, FOLDING, 600 DENIER POLYESTER, BI-FOLD, TUBULAR FRAME DESIGN WITH COLLAP-SIBLE LEGS; REINFORCED CENTER LEG BRACE ALUMINUM FRAME; RATED TO HOLD UP TO 200 LBS.; SIZE 72"L X 25"W X 14"H WITH CARRING BAG.  STATE COLOR:  SPECIFY BRAND (& NUMBER IF APPLICABLE)	5000	EACH			